undertook on his own account to have the tenancy transferred into his own name was inconsistent with an assignment of the tenancy by the deed itself. But the appellant could not transfer a legal estate which remained vested in the vendor. It is to meet this difficulty that Mr. Godfrey urged that the deed was only intended to enable the purchaser to produce it to the landlords as evidence that the vendor was content to allow the landlords to treat the original tenancy as though it had been surrendered and to enable the landlords at the request of the appellant to grant a new tenancy to him. This suggestion is ingenious but not credible. All that was required was a simple assignment by the vendor to the appellant. The parties would be anxious that any such assignment would not give the appearance of a transfer of a protected tenancy made in consideration of a sum of money. On the other hand the purchaser would be foolish to rely on the willingness of the landlords to grant him a new tenancy of premises which had become subject to the restrictive provisions of the Control of Rent Ordinance. In the result the parties executed the deed which made it quite clear that the vendor no longer had any interest whatsoever in the premises and that the purchaser had all the rights conferred by the original tenancy. In these circumstances the Board conclude that the 1953 deed effected an assignment of the tenancy to the appellant.

Their Lordships accordingly allow the appeal, discharge the order of Kulasekaram J. and restore the order of Judge Dalip Singh in the District Court. The respondent must pay the costs of the appellant in all the Courts below and before their Lordships.

Appeal allowed.

Solicitors: *Ward Bowie; Coward Chance.*

GEORGE KALLIS (MANUFACTURERS) LTD. v. SUCCESS INSURANCE LTD.

[Privy Council (Lord Fraser of Tullybelton, Lord Diplock, Lord Roskill, Lord Brandon of Oakbrook and Sir William Douglas) April 2, 1985]

Privy Council – Appeal – Documentation – Documents illegible.

In this case the Judicial Committee of the Privy Council criticized the deplorable state of the exhibits to the record.

[*Editorial Note:* The Registrar of the Privy Council in his notice to Privy Council agents said: "Anything that you can do to cajole your professional clients abroad to lodge legible documents for certification would be appreciated. By the time the Record reaches London valuable time has been lost and the difficulty of obtaining good quality copies becomes ever greater." See also Singapore *Practice Direction No. 1 of 1985* [1985] 1 M.L.J. cxxvi.]

PRIVY COUNCIL APPEAL FROM HONG KONG.

Lord Roskill (in the course of delivering the judgment of their Lordships made the following observation): Their Lordships cannot however leave this appeal without mentioning the deplorable state of the exhibits to the record which they have had to attempt to read. Many of the documents, notably the policies, the shipping orders and the bills of lading, were virtually illegible in whole or in part. It seems that copies had been made from what were copies of copies. It was only thanks to the buyers' solicitors prompt telex message to Hong Kong during the hearing that it was revealed that the most crucial wording in the policies had not emerged at all on the photostats in the record.

Their Lordships have sympathy with those responsible for preparing the record since the copies sent from Hong Kong to the Registrar were equally illegible. But illegibility of this kind makes effective advance reading of the papers prior to the hearing, which is now the invariable practice of their Lordships, impossible and without such reading the hearing of appeals is likely to take longer than it should.

Their Lordships must therefore ask solicitors responsible for the preparation of the record and counsel, who when settling their cases must have the record before them, to ensure that the documents in the record are legible in their entirety. It should be remembered that copies typed from illegible documents however carefully typed are not likely to reflect what appeared on the original.